



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

USDA - FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119-2020
FAX 801-975-3483

SOLICITATION NO. **AG-84N8-S-16-0136**

PROPOSALS ARE SOLICITED FOR: **ASHLEY NATIONAL FOREST CAMPGROUND TREE SPRAYING PROJECT**

SET-ASIDE: **SMALL BUSINESS**

IMPORTANT – NOTICE TO OFFEROR:

OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. RFQ SF18 SOLICITATION FORM (Complete, date, and sign) (Pages 2)
 2. Schedule of Items (Page 3)
 3. Experience Questionnaire (Pages 36-38)
 4. Copy of Pesticide Applicator's license with the State of Utah (Utah Department of Agriculture and Food) showing the license is approved for "Forest"
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IT IS REQUIRED THAT YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE.

Return to: Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119-2020
Solicitation No. AG-84N8-S-16-0136

EMAIL/FAXED QUOTES WILL BE ACCEPTABLE: chowick@fs.fed.us FAX 801-975-3483

It is required that all contractors be registered in the System for Award Management database prior to award under this solicitation. See clause 52.204-7 System for Award Management for details on how to apply. WEBSITES: WWW.SAM.GOV OR WWW.ACQUISITION.GOV

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 2 51	
1. REQUEST NO. AG-84N8-S-16-0136		2. DATE ISSUED 07/26/2016		3. REQUISITION/PURCHASE REQUEST NO. 806384		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	
5a. ISSUED BY USDA – Forest Service Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119-2020						6. DELIVER BY (Date) See Contract Time	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
NAME Christine Howick			TELEPHONE NUMBER AREA CODE 801 NUMBER 975-3725			9. DESTINATION a. NAME OF CONSIGNEE Sec. C - Location & Description	
8. TO:						b. STREET ADDRESS	
a. NAME			b. COMPANY			c. CITY	
c. STREET ADDRESS						d. STATE e. ZIP CODE	
d. CITY			e. STATE f. ZIP CODE			d. STATE e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/11/2016 1:00 pm MDT			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Treatment of marked Engelmann Spruce trees with Carbaryl 4L in campgrounds on the Ashley National Forest			2060	Trees		
PLEASE PLACE YOUR QUOTE IN SECTION B - SCHEDULE OF ITEMS							
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>			a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER DUNS No.				16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						AREA CODE	
c. COUNTY						NUMBER	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or Print)			

PART II - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES**Ashley National Forest Tree Spraying Project
Carbaryl 4L Treatment

ITEM NUMBER	DESCRIPTION	Quantity	UNIT	SUB TOTAL
01	Treatment of Marked Engelmann Spruce with Carbaryl 4L in and around Hades, Ironmine and Aspen Campgrounds	615	Trees	\$
02	Treatment of Marked Engelmann Spruce with Carbaryl 4L in Pole Creek Campground	410	Trees	\$
03	Treatment of Marked Engelmann Spruce with Carbaryl 4L in Spirit Lake Campground and Lodge	870	Trees	\$
04	Treatment of Marked Engelmann Spruce with Carbaryl 4L in Paradise Campground	165	Trees	\$

TOTAL \$ _____

This solicitation and any resulting contract is a firm-fixed price type of contract, which under the definition in FAR 16.202-1, "this type of contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss."

Prices on the Schedule shall reflect Contractor's full cost for materials, labor, supervision, overhead costs, and incidental items.

The Government shall issue a contract to the Contractor who offers the best value to the Government. Best Value will be based on the evaluation factors listed in the Evaluation Factors listed in Section M.

Point of Contacts: Colette Webb, Technical 435-781-5188, cwebb@fs.fed.us
Christine Howick, CO 801-975-3725, chowick@fs.fed.us

Business Name: _____**Offeror's Name & Title:** _____**Date:** _____**Dun's Number:** _____

**PART III – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
SECTION C**

1. SCOPE OF CONTRACT

The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government-furnished) and incidentals necessary to spray approximately 1865 trees for spruce beetle.

2. LOCATIONS AND DESCRIPTIONS

See each Project Description and attached vicinity maps for locations.

3. GOVERNMENT-FURNISHED PROPERTY

Water is available near every campground complex.

4. CONTRACTOR-FURNISHED PROPERTY

The Contractor shall furnish all equipment necessary to complete the work.

Contractor's equipment shall meet the following minimum requirements:

- 4.1. Contractor must have a spill treatment kit.
- 4.2. Proper personal protective equipment (PPE) (as listed on product label) to be used during treatment.
- 4.3. New insecticide product or one that has been properly stored according to Product label no more than one year from date of purchase. Insecticide must not be exposed to freezing temperatures.
- 4.4. Hose on Contractor's hydraulic sprayer shall be capable of reaching 300 feet.
- 4.5. The applicator must use a hydraulic power sprayer with a *minimum* sustainable (after applicator trigger is pressed) PSI (pounds per square inch) of 400. Nozzle orifice sizes of 8-12 (0.318-0.475 mm) are required.
- 4.6. Sticking agent for use in mixing with Carbaryl 4L.
- 4.7. Contractor to furnish own equipment needed to draft water for use. Lake or stream water use in the tank mix should be filtered to avoid clogging nozzles.

Chemical Formulation/Rate of Application:

Chemical to be used shall be registered for bark beetles and be properly formulated, following label directions for bark beetles. The insecticides shall be a liquid formulation [(emulsifiable concentrate (EC)] Carbaryl 4L, with an added sticking agent. Application rate shall be as specified on the label for bark beetles. Two percent 2% active ingredient (e.g. current label directions require approximately 4 gallons of product mixed into 100 gallons of water). Water pH should not exceed 7. At higher levels, degradation of the active ingredient will occur, reducing treatment effectiveness. All mixtures should be used shortly after mixing. Avoid overnight storage as this may decrease treatment effectiveness.

5. SUPPLEMENTAL SPECIFICATIONS/ADDITIONAL INFORMATION

Designated trees – The trees in all bid items to be sprayed will be designated with a paint mark on or near the stump prior to the time of operations.

Required level of application – All bole surfaces must be treated, including the root collar and exposed surface roots, to the point of runoff to ensure all bark crevices are treated with the insecticide. The amount of spray applied must be sufficient to soak the bark, resulting in wetting of area underneath bark flakes. The applicator cannot choose to ignore a particular face of the tree due to a heavy component of tree branches on one or more bole faces. This means the applicator may have to reposition themselves at least 3 to 4 times, to ensure coverage of all bole faces, depending on the tree size.

Estimated number of trees to be sprayed – See following tables for the estimated number of trees to be sprayed in each area. Actual payment will be based on the number of trees sprayed during the project. (ES=Engelmann Spruce)

Hades Canyon
Hades, Aspen, Ironmine Campgrounds
 ORANGE STUMPMARK (OR PINK/YELLOW STUMPMARKS FROM PRIOR
 YEARS)

	Aspen Campground	Hades Campground	Iron Mine Campground	Iron Mine Dispersed Site	
Diameter Class	ES	ES	ES	ES	TOTALS
8	52	3	19	3	77
10	37	13	20	5	75
12	57	3	25	2	87
14	49	7	24	3	83
16	25	10	18	3	56
18	41	7	16	1	65
20	30	4	11	1	46
22	17	4	2	0	23
24	18	2	2	0	22
26	19	2	0	0	21
28	12	0	0	0	12
30	7	2	0	0	9
32	3	1	0	0	4
34	5	1	0	0	6
36	5	1	0	0	6
38	1	0	0	0	1
40	1	0	0	0	1
Totals	379	60	137	18	594*

* As tallied during pre-spray mark. The last contracted spray totaled 615 trees.

Pole Creek Campground
 (ORANGE STUMPMARK)

Diameter Class	ES	TOTAL
8	160	
10	76	
12	60	
14	31	
16	26	
18	21	
20	17	
22	7	
24	11	
26	1	
Totals	410	410

Spirit Lake
Spirit Lake Campground, Lodge, and Trailhead
 (LIGHT PINK STUMPMARK)

Diameter Class		Spirit Lake Campground	Spirit Lake Lodge and Trailhead	
		ES	ES	TOTALS
8		170	42	212
10		150	41	191
12		130	49	179
14		90	32	122
16		50	24	74
18		30	12	42
20		10	14	24
22		10	2	12
24		10	0	10
26		3	0	3
28		0	0	0
30		1	0	1
Totals		654	216	870

Paradise Campground
 (ORANGE STUMPMARK)

Diameter Class	ES	TOTAL
8	31	
10	29	
12	27	
14	46	
16	21	
18	6	
20	3	
22	0	
24	2	
Totals	165	165

Spray Height

Lodgepole pine--- For trees 5-16 inches DBH, a #8 orifice (0.318 mm) is recommended with a sustained PSI of 325+ to reach 40 feet on the tree bole or to a 5" top. For trees >16 inches DBH, a #10-12 nozzle orifice (0.396-0.475 mm) should be used with a sustained PSI of 400+ to reach 50 feet on the tree bole or to a 5" top.

Ponderosa pine--- For trees 6-16 inches DBH, a #8 orifice (0.318 mm) is recommended with a sustained PSI of 325+ to reach 40 feet on the tree bole or to a 6" top. For trees >16 inches DBH, a #10-12 nozzle orifice (0.396-0.475 mm) should be used with a sustained PSI of 400+ to reach 50 feet on the tree bole or to a 6" top.

Engelmann spruce—For trees < 16 inches DBH, a #8 orifice (0.318 mm) is recommended with a sustained PSI of 325+ to reach 40 feet on the tree bole. For trees >16 inches DBH, a #10 or #12 (0.396 or 0.475mm) orifice is recommended with a sustained PSI of 400+ to reach a height of 50 feet on the tree bole.

Access to designated trees. Contractor shall be required to keep the spray vehicle on established roads. All designated trees will be within 300 feet of an established road except as described below.

Resource protection and safety measures. If wind speed is greater than five miles per hour, do not spray. Treatments should not be applied if tree boles are wet or if precipitation is forecasted/expected within 24 hours. Treatments shall also not be applied if snow is covering the ground, within 50 feet of snow drifts, or within 50 feet of surface water run-off. Proper Personal Protective Equipment (PPE) according to Carbaryl insecticide label must be worn. No direct contact shall be made between the output hose connected to the water pump and to the inside of spray tank unless a backflow prevention device is used. Tables and water fixtures will be protected from spray residue by covering with impermeable plastic tarp and care will be taken to not contaminate clean side of tarp during re-use.

6. INSPECTIONS AND ACCEPTANCE

The Contractor is expected to ensure that the performed work meets standards set by this contract. A Government representative will inspect contractor performance during the application to verify compliance with specifications.

Inspections will consist of four parts:

1. Observation of mixing of the spray solution
2. Application of spray
3. Random sampling of spray mixture for later analysis

4. Inspection of individual trees to ensure adequate coverage.

A Government representative will be on site during the entire application process. Acceptance of the work performed will be based on the Government's inspection results, which will be considered conclusive. The Contractor or a designated representative is encouraged to observe the Government's inspections procedures during the time of application.

Inspection Procedures

- 1) A minimum of a 1-pint sample of mixed spray solution may be collected at any time and sent to a laboratory for analysis to ensure proper mixture and quality of chemicals. This sample(s) will be collected anytime during spray operations, at the discretion of the COR.
- 2) Inspection will be done concurrently with spray operations in such a way as to not interfere with contract operations. Inspectors will observe each tree being sprayed. After the Contractor is satisfied that the tree has been sprayed according to specifications and moves to another area, the Inspector will begin inspection. Individual tree inspections will be performed as follows:
 - a) To ensure spray is reaching the proper height or top diameter of the tree, a random selection of trees sprayed will be measured for height or diameter, as appropriate, depending on tree size.
 - b) A visual inspection, as well as a hands on inspection which will entail digging around the root collar and peeling off bark to ensure that the tree has been saturated with insecticide on all 4 sides of the tree.
- 3) If inspection determines a tree has not been sprayed according to specifications, the tree shall be re-sprayed.

7. SITE TOUR

A site tour is not scheduled. For further information, please contact Colette Webb, 435-781-5188, Shannon Giles, 435-790-7013, or Jayson Roundy, 435-790-5962.

8. START WORK DATE/COMPLETION DATE

Start work date in all areas will be approximately August 22, 2016 and end September 11, 2016 weather pending. No project activities would take place during the Labor Day Weekend September 2nd through September 5th.

9. DESIGNATION OF CONTRACTING OFFICE REPRESENTATIVE

The Contracting Office hereby designates the below named individual as the Contracting Officer's Representative (COR):

Items No. 01, 02, and 04:
Shannon Giles
85 West Main
Duchesne, Utah 84021
435-790-7013
435-454-3024

Items No. 03:
Jayson Roundy
P.O. Box 279
Manila, Utah 84046
435-781-5281
435-790-5962

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the term of this contract be effective or binding upon the Government unless formalized by proper contractual documentation executed by the Contracting Officer prior to completion of the contract.

10. PREWORK CONFERENCE

Prior to the commencement of work, a pre-work meeting will be arranged with the contractor to discuss the contract terms and work performance requirements.

AGAR 452.211-72 Statement of Work/Specifications (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section C and Section J.

(End of Clause)

AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of Clause)

Technical Specifications

Government Quality Assurance

Quality assurance will be performed by the Government during the contract at regular intervals. Methods may include visual survey and review of Contractor quality control documents. Deduction for work may include rework at no cost to the Government or Government acceptance with price reduction.

Contractor Quality Control

The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of this contract. The role of the Government is quality assurance to ensure contract standards are met.

Records of quality inspections shall be kept and made available to the Government throughout the performance period and for the period after contract completion until final settlement of any claims under this contract.

A description of the site specific quality control inspection plan shall be provided within thirty (30) days of contract award. The plan shall include; (1) control procedures for security of Government-provided items such as keys, and lock combinations; (2) location of the inspection documents; (3) corrective or preventive actions that will be taken to meet quality standards; and (4) a customer comments feedback system.

***(Biobased requirements)** - The Contractor shall provide data on the quantity and dollar value of biobased products used in this contract. The data will be submitted to the COR quarterly.

The Operation Plan must be reviewed and updated annually, and as required by the COR.

SECTION D – PACKAGING & MARKING
(There are no clauses associated with this section)

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

E- 2 Additional Inspection and Acceptance Requirements

E- 3 Quality Assurance Inspections

(a) The Government will perform periodic review of the Contractor's Quality Control Procedures, Plan, Inspection Reports, and customer comments.

(b) Quality Assurance Inspections will be made by random sampling or entire inspection of the work, and follow up of customer comments. When validating customer comments, the possible cause of unacceptable performance will be determined. If any Government action or lack of action was the cause, the complaint is not valid and deficiencies shall not be counted against the Contractor.

(c) Periodic means one (1) review each month, but may be done more frequently if necessary.

(d) Work that does not meet the contract requirements will be brought to the Contractor's attention. Repetitive or continuous failure to meet contract requirements may result in a quality adjustment to payment or the Contractor's right to proceed may be terminated.

PART I - THE SCHEDULE**SECTION F - DELIVERIES OR PERFORMANCE****F- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14	Suspension of Work (APR 1984)
52.242-15	Stop Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)

F- 2 Performance Period

<u>Item No.</u>	<u>Approximate Starting Date</u>	<u>Contract Time (Calendar Days)</u>
01-04	August 22, 2016	20

The Contractor shall maintain progress at a rate which will assure completion of work within the calendar time specified.

The Government may issue a notice to proceed as soon as weather and ground conditions are favorable for work. The count of contract time will start on the date specified on the notice to proceed. No project activities would take place during the Holiday Weekends.

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G- 1 Invoice Processing Platform (IPP)

The Forest Service is utilizing the Invoice Processing Platform (IPP) for the electronic submission and tracking of contracts/purchase orders, invoices, and payment information. IPP is a secure Government-wide, Web-based invoice processing service. Visit <http://www.ipp.gov> to learn more.

Upon award of a contract, Contractors must enroll at <https://www.ipp.gov/vendors/enrollment-vendors.htm>. Contractors shall submit all invoices electronically via IPP. Paper copies of invoices will no longer be accepted.

452.215-73 – Post award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 5 (five) days after the date of contract award. The conference will be held at a date and time that is mutually acceptable to both parties.

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)

H- 2 AGAR 452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Manager**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H- 3 AGAR 452.236-77 Emergency Response (NOV 1996)

Fire Control

(a) *Contractor's Responsibility for Contractor-Caused Fires.* The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) *Other Fires.* For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the employees and equipment temporarily at the disposal of the Forest Service. Payment

for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

(c) *Fire Protection Requirements - Fire Plan.* At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) *Fire Tools.* The Contractor will provide for each employee in the contract area at least one approved hand tool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) *Fire Extinguishers and Tools on Mobile or Stationary Equipment.* Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
One - shovel, round point #0 lady or equal.
One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.
One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) *Spark Arresters.* Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) *Power saws.* For each power saw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a power saw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; power saw shall be moved at least 10 feet from place of fueling before starting.

(5) *Blasting*. Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) *Smoking*. Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(7) *Storage of Petroleum and Other Highly Flammable Products*. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(8) *Debris Burning and Warming Fires*. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) *Precautions for Stoves*. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) *Welding*. Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with hand pump attached, shall be immediately available for use in the event of a fire start.

(11) *Fire Plan*. Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

(i) All high fire risk operations could be terminated at 1300 local time.

(ii) All burning could be stopped, including debris burning fires.

(iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) *Pump and Trailer.* The Contractor shall provide at a location satisfactory to the Contracting Officer, a serviceable truck or trailer, equipped with a fire fighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of at least $\frac{3}{4}$ -inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so that the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, and additional 250 feet of $\frac{3}{4}$ -inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with proper trailer tow hitch shall be located at a point satisfactory to the Contracting Officer. Where water is available, a supply sufficient for rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

(13) *Burning.* Before starting any open burning, the Contractor shall comply with the following:

(i) Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.

(ii) Obtain a burning permit from the District Ranger.

(iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

(iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.

(v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

(vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

H-4 Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special

devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

H- 5 Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

H- 6 Landscape Preservation

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.). Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

H- 7 Camping Provisions for Labor Intensive Contracts

The following provisions apply to all camping on National Forest lands during performance of this contract:

(a) These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.

- (b) Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
- (c) The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.
- (d) The campsite shall have a clean appearance at all times.
- (e) Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the Contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the Contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the Contractor of liability for the cost of their removal and restoration of the site.
- (f) Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, Contractors, or recreating public. Disorderly conduct is not permitted.
- (g) Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- (h) Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
- (i) Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
- (j) An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
- (k) Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
- (l) Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
- (m) Basic first aid supplies shall be maintained, available, and under the charge of a person trained to administer first aid. The supplies shall include:
- (1) Gauze pads (at least 4x4 inches)
 - (2) Two large gauze pads (at least 8x10 inches)
 - (3) Box adhesive bandages (band-aids)
 - (4) One package of gauze roller bandage at least 2 inches wide
 - (5) Two triangular bandages
 - (6) Scissors
 - (7) At least one blanket
 - (8) Tweezers
 - (9) Adhesive tape
 - (10) Latex gloves

(11) Resuscitation device such as resuscitation bag, airway, or pocket mask

(n) Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

(o) Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

(p) The Contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(q) The Contractor shall comply with the following fire regulations during fire season:

(1) A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.

(2) All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

(3) All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (2).

(4) All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(r) Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

(s) The Forest Service reserves the right to terminate a camping permit at any time.

H- 8 Personal Protective Equipment

(a) The Contractor will train in the safe operation and use of equipment to all workers using such equipment.

(b) Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.

(c) Defective or damaged personal protective equipment shall not be used.

(d) The Contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by

Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.

(e) The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

(f) The Contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

(g) The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

(h) The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

H-9 Prework Conference

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Veterans (FEB 2016)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41	Service Contract Labor Standards (MAY 2014)
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)
52.222.55	Minimum Wages under Executive Order 13658 (DEC 2015)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JUL 2013)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.233-1	Disputes (MAY 2014) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)

52.236-6	Superintendence by the Contractor (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.243-1	Changes--Fixed-Price (AUG 1987) Alternate II (APR 1984)
52.244-6	Subcontracts for Commercial Items (JUN 2016)
52.246-1	Contractor Inspection Requirements (APR 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.224-70	Confidentiality of Information (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.237-75	Restrictions Against Disclosure (FEB 1988)

I- 2 FAR 204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c) (2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRs database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

I-3 FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

(a) *Definitions.* As used in this clause—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [Subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to

update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <http://www.acquisition.gov>.

I- 4 AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate I (FEB 2012)

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, amended and/or subsequently enacted.

I-5 FAR 52.216-21 Requirements (OCT 1995) Alternate I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates or requirements in excess of the quantities that the activity may itself furnish

within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing from the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after * ____TBD____.

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I-6 FAR 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a) (3).

I-7 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I-8 FAR 52.222-99 Establishing a Minimum Wage for Contractors (DEVIATION 2014-0001) (OCT 2014)

This clause implements Executive Order 13658, *Establishing a Minimum Wage for Contractors*, dated February 12, 2014, and OMB Policy Memorandum M-14-09, *Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors*, dated June 12, 2014.

- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.
- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

I-9 FAR 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

- (1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

I-10 FAR 52.236-7 Permits and Responsibilities (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I-11 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION):” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF EXHIBITS & ATTACHMENTS**

Service Contract Labor Standards Statute: If this is a contract in excess of \$2,500, the Contractor is required to pay certain minimum wages to all service employees working under this contract. These required minimum wages are stated in the attached Register of Wage Determinations under the Service Contract Labor Standards statute. **Pursuant to Executive Order 13658, the minimum hourly wage rate required to be paid to workers performing on, or in connection with, contracts and subcontracts subject to FAR Subpart 22.19, is at least \$10.10 per hour beginning January 1, 2015, and beginning January 1, 2016 , and annually thereafter, an amount determined by the Secretary of Labor. See FAR Subpart 22.19.**

Exhibit 1	Experience Questionnaire	Pages 36-38
Exhibit 2	Wage Determination UT,WD77-0030,Rev 44,1/5/16	Pages 39-41

Attachment 1 – Maps - see separate attached document. The following maps are a part of this solicitation and any resulting contract.

- Ashley National Forest Contract Spray Vicinity Map
- Hades, Aspen, and Iron Mine Campgrounds Contract Spray
- Pole Creek Campground Contract Spray
- Spirit Lake Campground, Lodge, and Corral Contract Spray
- Paradise Campground Contract Spray

USDA Forest Service Exhibit 1 (Page 1 of 3) <u>EXPERIENCE QUESTIONNAIRE</u> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.		1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)		3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?			

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

8a. Have you ever failed to complete any work awarded to you? <input type="checkbox"/> Yes <input type="checkbox"/> No 8b. Has work ever been completed by performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> No 8c. Did you look at the project site(s) on-the-ground? <input type="checkbox"/> Yes <input type="checkbox"/> No 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why: 					
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Exhibit 1 (Page 2 of 3)**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____

b. Are employees regularly on your payroll: ☐ Yes ☐ No

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE

Exhibit 1 (Page 3 of 3)
EXPERIENCE QUESTIONNAIRE CONTINUED

Also see list of designated items at <http://www.biopreferred.gov>.)

The following is added:

Biobased Products

Offeror shall identify the biobased products to be purchased and used under this contract. For each biobased product, specify the name of the manufacturer, cost of each product, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. For each biobased product, the Offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the Offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The Offeror shall document prior experience in specifying, purchasing, using, and installing biobased products. The Offeror shall provide a list of all relevant contracts over the past 3 years involving the specification, purchase, and/or use of biobased products. The Offeror shall include a list of the biobased products specified, purchased, used, and installed.

The above information shall be provided for all proposed subcontractors in the same format and level of detail as prescribed for the Offeror.

Attach additional sheets, as necessary.

Exhibit 2

WAGE DETERMINATION

WD 77-0030 (Rev.-44) was first posted on www.wdol.gov on 01/05/2016
Forestry and Land Management Services

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON, D.C. 20210

Daniel W. Simms	Division of Wage	Wage Determination No: 1977-0030
Director	Determinations	Revision No: 44
		Date of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Utah

Area: Utah Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Employed on service contracts for forestry, land management, the cleaning of public use areas and timber inventory services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		12.42
08040 - Choker Setter		14.88
08070 - Faller/Bucker		15.48
08100 - Fire Lookout		12.42
08160 - Forestry/Logging Heavy Equipment Operator		18.94
08190 - Forestry Technician		18.94
08200 - Forestry Truck Driver		18.94
08250 - General Forestry Laborer		13.51
08280 - Nursery Specialist		17.24
08310 - Slash Piler/Burner		12.42
08340 - Tree Climber		13.90
08370 - Tree Planter		10.14
08400 - Tree Planter, Mechanical		10.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012) Alternate I (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all Offerors must complete paragraph (1) of this representation, and all corporate Offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is ☐, is not ☐ (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has ☐, has not ☐ (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has ☐, has not ☐ (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(2) The Offeror does ☐, does not ☐ (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Company Name: _____

DUNs Number: _____

Date: _____

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K- 1 FAR 52.204-8 Annual Representations and Certifications (DEC 2014)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **115310**.

(2) The small business size standard is **\$7.5**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set-aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bid except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II, and III). This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K- 2 FAR 52.204-16 Commercial and Government Entity Code Reporting (NOV 2014)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means –

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that

the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau*. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L- 1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulations - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

52.216-27 Single or Multiple Awards (OCT 1995)

L- 2 FAR 52.204-7 System for Award Management (JUL 2013)

(a) *Definitions.* As used in this provision--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <http://www.acquisition.gov>.

L- 3 AGAR 452.204-70 Inquiries (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L- 4 FAR 52.215-5 Facsimile Proposals (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **801-975-3483, Attn: Christine Howick**
OR email to: chowick@fs.fed.us

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L- 5 FAR 52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A site tour is not scheduled. For further information, please contact Collette Webb 435-781-5188 cwebb@fs.fed.us or Shannon Giles 435-790-7013 sgiles@fs.fed.us or Jayson Roundy 435-790-5962 jcroundy@fs.fed.us.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION M - EVALUATION FACTORS FOR AWARD****FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)**

- (a) One award will be made. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Capability

Past Experience/Equipment

Past Performance in similar projects

Price

Capability, past experience/equipment, and past performance, when combined are approximately equal in importance to price.

It is the vendor's responsibility to submit the information requested by the agency for evaluation purposes, and a vendor that does not do so runs the risk that its quotation will be rejected as unacceptable. At a minimum, the technical portion of your proposal must clearly provide the following information:

- (1) Past Performance and Company Experience: Quality and timeliness of performance, business relations and customer satisfaction, cost and cost control on previous contracts and company experience for similar work.**

Describe all contracts and subcontracts currently in process and completed by your firm in the past 3 years. Include contracts and subcontracts similar in nature and complexity to that required by this solicitation and especially any contracts entered into with Federal, State and local governments and commercial customers. Include the contract number, contracting officer or customer name with contact person and phone number, description of project, dollar amount and subcontractors used (if any).

You may also discuss past accomplishments that indicate your firm's ability to perform the work required by the contract. If you encountered problems during contract performance, indicate your efforts to resolve them. Submit Exhibit 1 (pages 1-3) Experience Questionnaire (or similar form with required information) with your quote to aid in determining past performance and experience.

The Government will contact a sample of your past customers concerning the quality of services provided by your firm and your subcontractors; timeliness of performance; business relations during project management such as flexibility, problem solving, and cooperation; customer satisfaction; and cost/cost control.